

DECLARATION OF [REDACTED]
Pursuant to 28 U.S.C. §1746

1. My name is [REDACTED]. I over eighteen (18) years of age and I am a United States citizen. I reside in Lafayette, California. I have personal knowledge of the matters discussed in this declaration.

2. I have been a customer of a company called Bell Connections, Inc. ("Bell"), since July of 1994. I have invested about \$80,000 in various paging licenses through Bell, and to date I have not received any return on those investments. In fact, some of the 929 MHz paging licenses I acquired through Bell are due to expire in about four to six weeks, since I have been unable to find any paging company interested in buying or leasing these licenses and since I do not have the means to construct paging systems for those licenses myself

3. I have called Bell several times to try to get assistance in marketing the licenses I obtained, but I have received no such assistance. I have also sent several letters to Bell. On or about December 5, 1995, I sent such a letter to Jimmie Justus, Bell's president. A true and correct copy of this letter is attached to this declaration as Attachment A. This letter provides an accurate account of my experiences with Bell and its staff.

1
2 4. After I sent this letter, I received about two or three
3 telephone calls from a man who identified himself as Robert
4 Thompson of Bell. Mr. Thompson tried to get me to invest in some
5 shares of Bell stock. He glossed over the concerns I raised in
6 my December 5, 1995 letter during these conversations.

7
8 5. I subsequently sent another letter to Jimmie Justus on or
9 about January 2, 1996. In this letter I told Ms. Justus that Mr.
10 Thompson had not responded to the points I had raised in my
11 December 5th letter. I did not receive a response to this
12 letter, other than additional calls from Bell representatives who
13 tried to get me to invest in Bell stock. I told these
14 representatives that I was not interested in investing in such an
15 offering.

16
17 I declare under penalty of perjury that the foregoing is true and
18 correct.

19
20 Executed on February 7, 1996

December 2, 1995

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Ms. Jimmie Justus
President, Bell Communications Inc.
21031 Ventura Blvd.
Suite 1000
Woodland Hills, CA 91364

Dear Ms. Justus,

I am writing in reference to my investment portfolio with your firm. Since July of 1994 I have invested some \$80,000 in various paging licenses processed through your company.

I have attached a fraction of the correspondence I have carried on with Bell Communications during the space of the past year. I have attempted in the past to work principally, although not exclusively, with Gordon Bishop and Robert Thompson of your staff. As you will note from my correspondence (please note outlined sections), my experience with your account executives has not been positive (though Ms. Dietz has worked with some degree of professionalism).

You will glean from the enclosed information that I have been repeatedly misled as to the promise of follow-up assistance with regard to both paperwork and sales leads. Your firm's promises, explicitly stated in both verbal and written form, have continually underscored efficient account processing and sales assistance following acquisition of communications licenses. In point of fact, allow me to indicate the following:

1) With regard to 929 exclusive licenses, Mr. Thompson and Mr. Bishop emphasized that such assets had sales values in excess of \$25,000 (I have not received a single offer for these licenses, despite repeated serious research efforts);

2) Mr. Thompson indicated that major metropolitan areas such as Los Angeles and New York, for which 929/shared frequencies are secured, are worth "...\$15,000-25,000..." In fact, I have not been able to generate any interest in any shared frequencies;

3) Mr. Thompson, since the fall of 1994, had repeatedly specified that 931 applications and their locations would be processed as ordered and that, if substitute locations were necessary, the client would be informed before alternate sites were selected--in fact, not a single 931 location that I had ordered was processed and, further, I was not notified by Mr. Thompson or anyone else on your staff that such substitutions were

Ms. Jimmie Justus, President
December 2, 1995
Page Two

made--I only learned of these contingencies weeks or months later. Quite apart from the fact that I have still not received any 93I licenses, the fact remains that none of the locations I requested were even applied for;

4) In one order of 929 exclusive licenses in the fall of 1994 I paid a sum of \$7,500 for three locations--in one such location, a substitute shared frequency (Lincoln, Nebraska) was made for an exclusive frequency without my approval, resulting in an obvious overcharge of payment for services rendered;

5) I had conditioned my last order of three 93I applications in August of this year on Mr. Thompson's promise "...that all these licenses would be sold this fall..." and that he would minimally provide sales assistance for key metropolitan areas in the East as well as my 929 exclusives. Again, I received no such assistance;

6) You will note from the attached correspondence that I have repeatedly requested copies of the last set of three 93I applications processed on the eastern seaboard--I have specifically and repeatedly made this request of Mr. Thompson, "Anthony," and Mr. Edmundson. Four months from date of payment I still have not received this confirmation;

7) Apparently, clients are now being told to renew licenses at their expense because such frequencies do not have the value initially projected within the time frame originally outlined;

8) I have written to every paging company that is operating in every location where I licenses--licenses I was effectively told had inherent immediate value--nearly 160 letters in all, and stimulated no reply. The Los Angeles firm that Mr. Thompson told me to retain to assist with the sale of these frequencies took my money, gave me nothing in return, and is now out of business.

If any statement is made by Mr. Thompson, or anyone else on your staff, that conflicts with these facts, you are not being told the truth. I do not exaggerate these facts.

I believe that the enclosed documentation verifies that I have been exceptionally tolerant and patient. I have not been treated with comparable courtesy, respect or professionalism.

I presume that I am not the only client your firm maintains who has genuine interest in the telecommunications industry. It should not be presumed that your clients are ignorant about the industry or indifferent to such treatment.

EXHIBIT 7
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ATTACHMENT A

Ms. Jimmie Justus
December 2, 1995
Page Three

My purpose in writing you is not to assign blame or engage in provocation. However, the only time my account has been treated with any degree of efficiency or attention is when you seek to solicit or collect money. If you aim to keep the clients you have recruited--and this remains my sincere desire--you will take some steps to remedy this situation.

Minimally, I would ask that my account be transferred to someone in your firm who is prepared to live by the promises that you yourself have outlined in written correspondence. Secondly, I ask that you provide written confirmation (that is, copies of the Eastern Seaboard 93I applications) filed in my August order. Third, I would ask that I be provided with some assistance, as previously promised, in selling or lease my frequencies.

Lastly, I would hope that your firm does not rely on misleading or exaggerated promises to sell its products. This is not necessary. I am a client who is perfectly willing to bear all risks associated with the investment. Merely provide me with facts that are empirically based, and I will respond accordingly.

I appreciate a written response to this inquiry.

Thank you for your assistance

Sincerely,

A large black rectangular redaction box covers the signature and name of the sender. A handwritten line extends from the top right of the box.

cc: file

EXHIBIT 7
33

ATTACHMENT A

DECLARATION OF MS.

pursuant to U.S.C. § 1746, declares as follows:

1. My name is . I am a citizen of the United States, over eighteen (18) years of age, and have personal knowledge of the matters contained in this declaration. My residential address is .

2. I am filing this declaration to record the details of my experiences with Micom Corporation ("Micom"). I have paid Micom \$21,000 toward the preparation and filing of ten (10) Federal Communications Commission (FCC) license applications and can only confirm that Micom filed the following two license applications with the FCC on my behalf: (1) a six-month delayed application for a Grand Rapids, Michigan paging license, which no representative from Micom ever told me would be a shared frequency; and (2) an application for an FCC license in Benton Harbor, Michigan that I never authorized Micom to prepare. Had I not stopped payment on a check for \$8000 for three of the ten licenses, I would have lost several thousand dollars more to Micom. I have written several complaint letters to Joseph Viggiano of Micom in November and December of 1995 and January of 1996, true and correct copies of which are attached to this declaration as Attachments A, B, and C respectively. I have also had several telephonic conversations

with a man who identified himself as Joseph Viggiano, the president of Micom, who initially agreed, but ultimately refused, to refund the money that I paid to Micom. I have been required to undertake extensive research on my own to find out what happened with my money. I have called engineers, the Personal Communications Industry Association (PCIA), and the Federal Communications Commission (FCC), among others, on numerous occasions to attempt to locate my license applications. I have not been able to determine if any of the applications that I paid Micom to prepare were completed as I had expected at the time of my payments for services. I have not been able to recover my money through any means. I therefore set forth my experiences with Micom below.

3. On or before May 25, 1995, I received an unsolicited telephone call from a man who identified himself as Don Duncan, a representative of Micom Corporation. Mr. Duncan told me that Micom had seen my name in the FCC database as having applied for FCC licenses. I had, in fact, applied for FCC licenses through two other license application services. I acquired two Nevada SMR licenses and a Memphis, Tennessee 929 MHz license through a company called Advanced Digital Services (ADS) for \$9000. I had also paid Discount Filing Services (DFS) \$4600 to apply for 931 MHz licenses for markets Minneapolis, Minnesota and Omaha, Nebraska. Mr. Duncan and I discussed these previous license applications, but at no time did I tell Mr. Duncan that I intended to construct telecommunications systems for those licenses. Mr. Duncan told me

that for a fee of \$3500 per license, Micom would perform engineering, legal, and other services to prepare license applications for me for additional 931 MHz licenses, so that Micom could package the new licenses with my previously applied for licenses and market them all to paging companies. Mr. Duncan told me that he would send me some literature on Micom. Shortly thereafter, I received via Federal Express a Micom brochure with a cover letter from Mr. Duncan and miscellaneous glossies and articles on the profitability of the paging industry. A true and correct copy of Mr. Duncan's letter is attached to this declaration as Attachment D.

4. During the last week of May or the first week of June, 1995, I went to the travel office of United Airlines to purchase, in advance, an airline ticket to Michigan. While there, I saw a copy of an advertisement of a communications firm, Micom of Simi Valley, California ("Micom-California") in Hemispheres magazine. True and correct copies of the magazine cover and the advertisement are attached to this declaration as Attachment E. At the time, I assumed that the Micom represented by Mr. Duncan was the established communications firm advertising in California. I have since spoken to representatives of Micom-California, who have told me that Micom-California is not affiliated with the telemarketing firm of Micom of New York.

5. On or about June 8, 1995, I had an additional telephonic conversation with Mr. Duncan of Micom. Mr. Duncan told me that paging companies would be more likely to lease groups of licenses for substantial sums of money, rather than lease individual licenses. Mr. Duncan said that I should, therefore, acquire more licenses in markets near the licenses I currently held or had applied for. Mr. Duncan told me that I would make returns on my investment through leasing arrangements that would provide me income of sums at least more than what I would pay Micom to prepare license applications. At no time during or since that conversation did Mr. Duncan, or any representative of Micom, tell me that I would be required to pay additional sums of money to construct a paging or telecommunications system or that there was a risk that I would lose my money. I agreed to pay Micom \$7000 to apply for two 931 MHz licenses for the Memphis, Tennessee and Nashville, Tennessee markets. I sent Micom a check for \$7000 to 421 7th Avenue, Suite 1100, New York, NY 10001. I also signed and sent Micom a risk disclosure form and service agreement, but, based on (1) my reading of the form, (2) my discussions with Mr. Duncan about the profitability of applying for paging licenses, and (3) my identification of Micom with the wholly separate Micom-California, I did not believe at the time that there was any risk of losing my money. True and correct copies of the check, risk disclosure form, and service agreement that I sent to Micom are attached to this declaration as Attachment F.

6. On June 14, 1995, I called Micom to speak to Mr. Duncan. I spoke instead to a woman who identified herself as a receptionist at Micom, who told me that Mr. Duncan had suffered a heart attack and that I should call again on June 15. On June 15, 1995, a man who identified himself as Steve Carlson, an owner or partner of Micom, called me and told me that he was going to be my sales representative because Mr. Duncan, upon returning to Micom, would not be involved in sales.

7. In our phone conversation of June 15, 1995, Mr. Carlson told me that he did not think the 931 MHz channels for which I had just paid Micom to prepare applications were sufficient to enable Micom to market my complete portfolio of licenses. Mr. Carlson said that he would try to restructure my portfolio so that I could sell or lease all my licenses and that he could package some of my licenses with some of his own in markets around the country for profitable leasing arrangements. Mr. Carlson told me that for \$3000 Micom would prepare and submit a license application to go with a 931 MHz license in Lexington, Kentucky I had applied for through payments to DFS. I told Mr. Carlson that I had received that license application in error, because I had paid DFS to prepare and submit license applications to the FCC for other markets, such as Minneapolis and Omaha. Mr. Carlson told me he could get me licenses for those markets, but that, in the meantime, Micom had a 931 MHz license available in Cincinnati, Ohio, because another Micom client had failed to disclose that he had a criminal

record and therefore could not apply for the license. Mr. Carlson told me that the engineering for the license application had already been completed on the license so filing would be quick. Again, neither Mr. Carlson nor any other Micom representative ever told me that I would be financially or personally responsible for constructing telecommunications systems for the Cincinnati license, or that there was a risk that I would lose my money. To the contrary, Mr. Carlson told me that with the new 931 MHz Cincinnati license, along with my other licenses and his own licenses (such as one he claimed to be getting in Louisville, Kentucky), Micom would be able to package the licenses and lease them together to paging companies. On June 15, 1995, I sent Micom a check for \$3000 for the 931 MHz Cincinnati license. True and correct copies of the check and the FedEx airbill for its transmittal to Micom are attached to this declaration as Attachment G.

8. Over the next several weeks, I received several phone calls from Mr. Carlson, who told me that he and Micom were negotiating "deals" for me, both for my SMR licenses in Nevada and for the Cincinnati license for which I had just paid Micom to prepare an application. Mr. Carlson told me that a contract for the Cincinnati license was being prepared as we spoke to get a lease on it that would give me a monthly income --- in other words, a share of the monthly subscriber payments for 30,000 subscribers that were purportedly using the licensed system site. Mr. Carlson told me that, in the meantime, I should acquire more licenses to

add to my portfolio. When we discussed various regions in the country, I told Mr. Carlson that I had interest in the Michigan area because I had spent time there as a court reporter and knew the size of the cities in that area well. Mr. Carlson told me that he could obtain three (3) 929 MHz licenses for me in the Michigan area --- in Lansing, Grand Rapids, and Ann Arbor --- and that he himself had a license in Detroit, Michigan. I asked Mr. Carlson how he was able to get a license for such a market, and he said that he had gotten that license long ago and that one has to move quickly to get the best licenses. Mr. Carlson told me that he could package my future Michigan licenses with licenses such as his Detroit license, so that Micom could negotiate lease arrangements for the licenses and provide a monthly income to me. At no time did Mr. Carlson tell me that he was applying for shared frequencies in these areas. On July 14, 1995, I sent Micom a check for \$8000 to apply for the three licenses for the Michigan cities that we discussed. A true and correct copy of the cancelled check is attached to this declaration as Attachment H. Again, neither Mr. Carlson nor anyone from Micom ever told me that there was any risk that I would not recover my investment in these licenses. Because Mr. Carlson continued to tell me that I would receive lease payments from paging companies for my licenses, I understood at the time that I would be making, not losing, money on my investment.

9. On July 19, 1995, Mr. Carlson called me and told me that he had a "Minnesota regional deal" in which he himself was

acquiring licenses. Mr. Carlson told me that there were license sites available for me in this deal and that, if I paid Micom \$8000 to apply for additional 931 MHz licenses in this area, he could package our licenses and obtain highly profitable leasing arrangements for us. I told Mr. Carlson that I was not really liquid at that time and could not afford to give up additional money for licenses. Mr. Carlson told me that Micom was negotiating contracts with other clients to provide me leases for my Nevada SMR licenses and that those contracts were just about ready to pay me dividends, so I would have sufficient funds to apply for the Minnesota 931 MHz licenses. Mr. Carlson told me I would have that money in a matter of days --- a day for Micom's attorney to look over the contract, a day for me to examine and initial the contract and its copies, and a day for the return of the paperwork, and the day after that I would have dividends. Mr. Carlson told me he personally knew the party that Micom was negotiating with to create leases for my Nevada SMRs and that the deal was definitely about to happen. He told me that he was investing his own money in the Minnesota deal, which he literally described as too "hot" to pass up. Mr. Carlson told me he would hold my check for \$8000 in his personal safe until I received money on the Nevada SMR deals. On the basis of what I understood to be virtual guarantees from Mr. Carlson that I was about to receive dividends, I sent Micom an additional check, dated July 28, 1995, for \$8000 for three Minnesota 931 MHz licenses. A true and correct copy of the check that I sent Micom is attached to this declaration as Attachment I.

10. For the next several days, I was occupied by the aftermath of attempts to break into my home and was thus working with the local Sheriff's Department, locksmiths, and others to secure evidence and my home's safety. In our conversation on July 19, 1995, Mr. Carlson had told me that he was going to send me Micom's monthly newsletter and copies of FCC regulations that Micom provided to its clients. By July 27, 1995, I became very concerned that I had not received any of the materials Mr. Carlson had promised or any dividends or contract for my Nevada SMR licenses. I called Mr. Carlson at Micom and spoke to him. Mr. Carlson told me I would be receiving the materials the next day and that he would call me that evening or the next day, after meeting with Micom principals that evening regarding my transactions with Micom. By July 28, 1995, I received neither the materials nor a phone call for Mr. Carlson, so I stopped payment on the check I had written to Micom. A true and correct copy of my bank's acknowledgement of its stop payment order is attached to this declaration as Attachment J.

11. On July 31, 1995, a man who identified himself as James Templeton, the Director of Operations of Micom, called me and asked me why I had stopped payment on the check. Micom had apparently learned of the stop payment order by trying to cash the check that I assumed Mr. Carlson was holding. I told Mr. Templeton that I had written the check to Micom on numerous contingencies, such as for dividends or contracts for SMR licenses, as well as receiving various materials from Micom. Mr. Templeton said that Mr. Carlson

was in the hospital with ulcers and that I should talk to Mr. Templeton from then on. I told Mr. Templeton that I had never received a receipt for the \$18,000 I had paid Micom prior to the Minnesota regional deal. Mr. Templeton told me that he would send me a copy of the FCC rules that Mr. Carlson had promised to me and a receipt. Shortly thereafter, I received a letter signed by James Templeton and dated July 31, 1995. A true and correct copy of the letter is attached to this declaration as Attachment K.

12. On August 8, 1995, I received another call from Mr. Templeton, telling me to expect a call from Mr. Carlson, who was back on the job. Mr. Templeton told me that Mr. Carlson was a real producer and a good man. Shortly thereafter, I received a call from Mr. Carlson. Mr. Carlson told me he was sorry about all the delays in obtaining contracts and leases for my SMR licenses. Mr. Carlson said that the delays were caused by his principals' failure to receive funding for the deals for my licenses. Mr. Carlson told me that he was back on the job now, that those deals were still alive, and that he had negotiated deals of even higher values for my licenses. He told me that the delays would be worth the while and that the deals would come together in good time. Mr. Carlson also told me that he had some "good news" --- that my stop payment order had not terminated my participation in the Minnesota regional deal. Mr. Carlson told me that the stop payment order, only nine days after I had sent the check to Micom, had nevertheless come in after Micom had filed applications with the FCC for the Minnesota

licenses and could not pull those applications back. Mr. Carlson told me that I would need to pay Micom the \$8000 for the licenses, but that I could pay this amount in installments.

13. Over the next few weeks, Mr. Carlson and I had several telephonic conversations in which Mr. Carlson asked me if I could pay my installments on the Minnesota regional deal. I repeatedly told Mr. Carlson that if I had received the payments promised for the deals for my SMR licenses, Micom would have those installment payments covered. Mr. Carlson continued to ask for the payments in subsequent telephone conversations and repeatedly told me that Micom was negotiating deals for my Nevada SMR licenses. Mr. Carlson told me that his current deals for my licenses would pay me a combined total of \$28,000 the first week of December. Because Mr. Carlson told me that Micom was working on such deals and had completed FCC license applications on my behalf, I believed that I was obligated to pay for services that Micom claimed it provided to me. I wrote Micom one installment check for \$1000 for the Minnesota licenses on September 3, 1995. A true and correct copy of the cancelled check is attached to this declaration as Attachment L.

14. On September 14, 1995, Mr. Carlson told me that Micom had an incredible opportunity to acquire a "footprint" of licenses in Montana, and that, after acquiring such, Micom would be able to sell those licenses together for a deal that would provide a

\$10,000 bonus for the licenses if negotiated in the next couple of days. Mr. Carlson told me he had bought a "unit" of this deal for \$3000 himself, and that Micom only needed to sell two more units at \$3000 a piece. Mr. Carlson told me that he was going to buy one unit for his wife, and that, if I bought one license unit, Micom could complete its deal. He said that the sale of licenses acquired through Micom would provide each participant in the deal a return of \$22,000 --- and that it was a "done deal." Mr. Carlson told me I could delay my upcoming installment payments that I owed on the Minnesota deal about which I had told Mr. Carlson I could only pay \$1000 no sooner than six weeks from that time. Mr. Carlson told me that Micom could offer me participation in the deal at the reduced price of \$2000. Because Mr. Carlson told me that he and his company were paying their own money for licenses, I thought that the investment would enable me to join their investments and earn income that I could not earn on my own, and that there was little risk at all involved in the arrangement. I understood from Mr. Carlson's explanation that the Montana SMR deal was an opportunity to provide me a profitable return that would quickly cover some of the money I had already invested. I sent Micom a check via Federal Express for \$2000 for the SMR license on September 14, 1995. A true and correct copy of the cancelled check that I sent to Micom is attached to this declaration as Attachment M.

15. Mr. Carlson told me in our September 14 discussions that he would call me when he determined that Micom had received the check. I never received such a call. I called Micom on September 15, 1995 to see if Micom had received the check but could not reach Mr. Carlson. I spoke to a woman who identified herself as the receptionist of Micom. She said that she was getting ready to leave and did not know if Micom had received my check. She said that I should call Federal Express to see if my package had been delivered. I called Federal Express and spoke to one of its representatives, who told me the package had been delivered. Several days later, I received a copy of the cancelled check, which indicates that Micom cashed the check the very day no one at Micom could tell me if they had received it.

16. In September, I had received a yellow card from PCIA, indicating that it had received an application in my name for frequency coordination for a license to provide paging service for Grand Rapids, Michigan. A true and correct copy of the card that I received is attached to this declaration as Attachment N. The back of the card indicated that if I did not receive confirmation within 20 days that the application had been forwarded to the FCC for filing, I should contact PCIA. Since I had not received such confirmation, I called PCIA at 1-800-759-0300 on October 10, 1995 and was told by a PCIA representative that Stacy Anderson was my frequency coordinator at PCIA but was not in the office. The PCIA

representative also told me that there was a note in my file to stop work on the Grand Rapids application on September 15, 1995.

17. I called PCIA again on October 12 and spoke to a woman who identified herself as Stacy Anderson of PCIA. Ms. Anderson told me that PCIA had stopped work on the application because they had not received PCIA's frequency coordination fees from the engineer. She told me she called the engineer for the license application and repeatedly asked for the fees. Ms. Anderson told me she knew nothing about license applications for other Michigan markets and that she only saw an application for a license in Grand Rapids, Michigan in my files. Ms. Anderson gave me the name and number of the engineer that she said had prepared my application --- Charles Smith at phone number 1-407-737-6433. I called the Federal Communications Commission on October 13, 1995 and spoke to a woman who identified herself as Fran, someone who worked in a department at the FCC that handled 929-930 MHz licenses. Fran told me that her database was updated daily and she had no record of license applications for me for any city except Grand Rapids, Michigan.

18. On October 20, 1995, I called the Federal Communications Commission in Washington, DC to determine whether or not Micom had filed for the licenses that I paid for. I spoke to several individuals that identified themselves as representatives of the FCC, who said that they searched FCC databases, which they said

were virtually current, and could find none of the applications as accepted for filing that I had paid Micom to prepare. I also learned from FCC representatives that the FCC had suspended the acceptance of applications for SMR licenses as of October 4, 1995. I decided shortly thereafter that I needed to determine if Micom had filed my SMR application in connection with the Montana regional deal before the suspension of acceptance of applications.

19. On October 24, I had a phone call appointment with Steve Carlson but did not receive his call as scheduled. Because I wanted to discuss how and if Micom filed my license applications with the FCC, I called Micom and spoke to a receptionist, who told me that Mr. Carlson was not coming in to the office that day. I asked to speak to Mr. Templeton, but the receptionist told me that he was unavailable. I asked the receptionist for the name of the President of Micom, and she told me that Joseph Viggiano held that position. I asked to speak to him and, minutes later, Mr. Carlson was on the line asking me why I wanted to speak to Mr. Viggiano. Mr. Carlson said he was out of the office, up town working on deals. I told Mr. Carlson we could discuss matters when he was back in the office the next day.

20. In a telephone conversation on October 25, 1995, Mr. Carlson told me that Micom had applied for licenses in my name and that he was still working on deals that would provide me leases and monthly income for all of my licenses. I asked Mr. Carlson if

Micom had filed for my SMR license before the cut off date. Mr. Carlson said that Micom had filed for the licenses but began to discuss other things. After our phone call, I decided to confirm the October 20th reports from the FCC on the status of my licenses by calling the FCC again. I got through to the FCC on November 7, 1995, when representatives again confirmed that they had none of the applications on file that I had paid Micom to prepare.

21. On November , 1995, I called Charles Smith at 1-407-737-6433 and spoke to a man who identified himself as an engineer by that name. Engineer Smith told me that he had held back fees from PCIA because Micom had sent him instructions to apply for Ann Arbor and Lansing but that he could not apply for them due to restrictions on the issuance of such licenses near the Canadian border. This was the first time anyone had told me of this restriction. Engineer Smith told me he would try to reach Micom but that Mr. Viggiano was out of Micom's office due to the birth of Mr. Viggiano's child. In subsequent conversations, Engineer Smith informed me that he had discussed the matter with Mr. Duncan at Micom and told him that PCIA had referred me to Engineer Smith as the engineer of my applications. Engineer Smith told me that Mr. Duncan simply defended Mr. Carlson as not being an engineer capable of knowing about the border restrictions on the issuance of licenses. I told Engineer Smith that I had paid \$8000 for these licenses, and Engineer Smith told me he was surprised because Micom only paid him \$200-265 per license for engineering services.

22. Shortly thereafter, Mr. Carlson called me and angrily told me that he was not pleased that he had talked to Micom's engineers, who were located in Florida. This seemed particularly odd to me, since Mr. Carlson had in multiple conversations boasted that Micom had engineers in-house in New York, that their engineering and license application preparations were the hallmarks of Micom's services and that I could obtain substantial information on FCC licenses from Micom's engineers.

23. On November 30, 1995, I sent a letter to Mr. Viggiano at Micom complaining of my experiences with his company's services. As noted in paragraph two of this declaration, Attachment A is a true and correct copy of the letter. Return receipt notification from the United States Postal Service indicated that Micom had received my letter on December 4, 1995. On December 7, 1995, a man who identified himself as Joseph Viggiano, the president of Micom, called me. I told Mr. Viggiano that I was concerned that Micom had not prepared and filed applications with the FCC for any of the licenses for which I had paid Micom. I specifically asked Mr. Viggiano if Micom had filed my SMR license application for Montana prior to the freeze of applications at the FCC on October 4, 1995. Mr. Viggiano told me that Micom had gotten its Montana applications in the FCC's lock box just minutes before midnight but that he could not confirm that my application was among them. I told Mr. Viggiano that this was difficult to accept because Mr. Carlson had told me my investment was necessary to complete the Montana deal

and get Micom's bonus. After I said that, it seemed that Mr. Viggiano became quite angry. Mr. Viggiano said that all of his clients were greedy, but that Micom was prepared to pay me \$3000 for that error and that I should accept it. I told him I would not accept that refund and that my letter demanded full repayment of my money for services not rendered. I ended the conversation.

24. On December 8, 1995, I received another phone call from Mr. Viggiano. Mr. Viggiano told me that Micom was going to refund my \$21,000. Mr. Viggiano did not tell me that he or anyone else was taping the call. The Federal Trade Commission provided me a copy of a tape and a transcript of a recorded phone conversation. I have listened to the tape several times and identified the voices on the tape to be my own and the voice of the man who identified himself to me on December 7 and 8, 1995 (among other days) as Joseph Viggiano. The conversation as recorded was exactly as I recall the conversation on December 8. I have reviewed the transcript attached to this declaration as Attachment O and have determined that pages three (3) through seven (7) comprise an accurate transcription of the recorded conversation I had with Mr. Viggiano on December 8.

25. On December 12, 1995, I received another phone call from Mr. Viggiano. Mr. Viggiano told me that he had conducted an internal audit and found that Micom had filed several FCC license applications for me and would not refund my money, except for the

\$3000 he initially offered me. Mr. Viggiano did not tell me that he or anyone else was taping the call. The Federal Trade Commission provided me a copy of a tape and a transcript of a recorded phone conversation. I have listened to the tape several times and identified the voices on the tape to be my own and the voice of the man who identified himself to me on December 12, 1995 (among other days) as Joseph Viggiano. The conversation as recorded is exactly as I recall the conversation on December 12. I have reviewed the transcript attached to this declaration as Attachment O and have determined that pages eight (8) through twenty-five (25) comprise an accurate transcription of the recorded conversation I had with Mr. Viggiano on December 12.

26. I received a green card from PCIA on December 16, 1995 confirming that my Grand Rapids, Michigan license had been filed with the FCC. A true and correct copy of the card is attached to this declaration as Attachment P. I called PCIA at 1-800-759-0300 and spoke to one of its representatives. That PCIA representative spent a great deal of time with me on the phone and eventually told me that PCIA records indicated that PCIA had received its final fees on December 7, 1995 and that PCIA had therefore forwarded the completed and frequency-coordinated application to the FCC on December 8, 1995.

27. On December 18, 1995, I sent a letter to Mr. Viggiano to summarize the conversations we had telephonically on December 7, 8,

and 12. Attachment B is a true and correct copy of the letter, as referenced in paragraph two of this declaration.

28. On January 9, 1996, Mr. Viggiano called again to discuss my demand for a refund. I told Mr. Viggiano that I wanted copies of all my Micom applications with documentation of Micom's engineering services and filings with the FCC. Mr. Viggiano did not agree to provide that information. That conversation was the last in which I spoke to Mr. Viggiano. On January 12, 1996, I sent a letter to Mr. Viggiano detailing our January 3, 1996 conversation and repeating my demand for a refund. Attachment C is a true and correct copy of the letter, as referenced in paragraph two of this declaration.

29. On January 22, 1996, I received a yellow card from PCIA indicating that a license had been submitted to PCIA for frequency coordination and filing with the FCC on my behalf for a license to provide service in Benton Harbor, Michigan. I called PCIA at 1-800-759-0300 and spoke to a man who identified himself as Clark of PCIA, who told me that Charles Smith of Ariel Engineering prepared the application on my behalf. I told Clark that I did not authorize Micom or Charles Smith to prepare or file such an application. At Clark's request, I sent PCIA that same day a letter via facsimile transmission stating that I had not authorized the application. True and correct copies of the letter I sent PCIA